

Exhibit D



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January 18, 2019

VIA E-MAIL TRANSMISSION ONLY

Brian C. Brook, Esq.
Clinton Brook & Peed
85 Broad Street, Fl. 16
New York, NY 10004

RE: Daniel Kleeberg, Lisa Stein and Audrey Hays v. Lester Eber, et al.
Civ. Action No.: 16-cv-9517

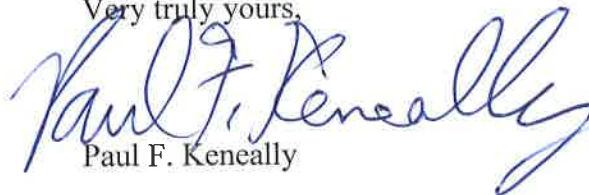
Dear Mr. Brook:

Enclosed and served upon you please find Bates-stamped additional responsive discovery documents EB-00033771 – EB-00033773 regarding the above-referenced matter.

Additionally, please disregard any previous written discovery responses from any of the Eber Defendants which refer to “Slocum of Maine, LLC.” No such entity exists. The correct entity is Slocum & Sons of Maine, Inc.

Please note that pursuant to the Stipulated Protective Order, we deem all documents containing any financial information regarding any Eber Defendants included in this production as confidential.

Very truly yours,



Paul F. Keneally

PFK/mds
Enclosure

cc: Robert Calihan, Esq. (w/ enc. via e-mail and First Class Mail)
Michael J. Adams, Esq. (w/ enc. via e-mail and First Class Mail)

Mr. Thomas B. Slocum, Stockholder Agent
P.O. Box 2136
554 Cedar Crest
Lake Ozark, MO 65049

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554 Cedar Crest
Lake Ozark, MO 65049

Mr. George E.B. Slocum
257 Newton Road
Woodbridge, Connecticut 06525

Re: Slocum & Sons of Maine, Inc. ("Slocum-Maine")

Dear Tom:

This Letter Agreement will confirm our understanding with respect to the option you granted to Eber Bros. Wine & Liquor Metro, Inc., exercisable at any time on or before December 31, 2008, to purchase all, but not less than all, of the outstanding stock of Slocum-Maine for an aggregate purchase price of \$10.00 (the "Call Option") under that certain Agreement and Plan of Merger dated February 4, 2005, by and among Slocum & Sons, Inc., Slocum & Sons of Rhode Island, Inc., Slocum Maine, TGH of Connecticut, Inc., Eber Bros. Wine & Liquor Metro, Inc. ("Purchaser"), Eber-Connecticut, LLC, Eber-Rhode Island, LLC, Eber Bros. Win & Liquor Corporation and you, as amended by that letter agreement dated April 29, 2005 (the "Agreement"), pursuant to which

Each of you acknowledge and agree that:

1. The Call Option has been extended to December 31, 2012.
2. Each of you, jointly and severally, represent and warrant to Purchaser and its nominees that:
 - a. Slocum Maine is a corporation duly organized, validly existing and in good standing under the laws of the State of Maine.
 - b. The entire authorized capital stock of the Slocum Maine consists of five thousand (5,000) shares of a single class of common stock, no par value, of which Two Hundred (200) shares are issued and outstanding (the "Stock"). There are no outstanding or authorized options, warrants, purchase rights, subscription rights,

conversion rights, exchange rights, or other contracts or commitments that require Slocum Maine to issue, sell or otherwise cause to become outstanding any of its capital stock. There are no outstanding or authorized stock appreciation, phantom stock, profit participation, or similar rights with respect to the Slocum Maine. There are no voting trusts, proxies, or other agreements or understandings with respect to the voting of the capital stock of the Slocum Maine. There are no agreements or understandings restricting or otherwise relating to the transfer or voting of any such capital stock. All of the outstanding shares of the Slocum Maine are fully paid and nonassessable.

- c. Each of you own and hold of record and beneficially and have good and marketable title to, the number of shares of stock set forth opposite each of your names, which stock represents all of the issued and outstanding shares of stock or equity securities of the Slocum Maine:

<u>Name of Seller</u>	<u>Shares of Stock</u>
Thomas B. Slocum	100
George E.B. Slocum	100

- d. All of the shares so owned and held by each of you are free and clear of all mortgages, liens, pledges, charges, claims, security interests, proxies, voting agreements, voting trusts and other encumbrances or restrictions of any kind (collectively, "Encumbrances"). Except for the obligations of each of you under this Agreement, there are no obligations binding on either of you which require either of you to sell, transfer, assign, pledge or mortgage any of the Stock. Upon the purchase by Purchaser of the Stock, good and marketable title to the Stock will be vested in Purchaser (or its nominees) free and clear of all Encumbrances.
3. The Purchaser hereby exercises the Call Option.
4. Together with the execution and delivery of this Letter Agreement, George E.B. Slocum will deliver a fully executed stock power transferring all of his shares to Lester Eber and Thomas B. Slocum will deliver a fully executed stock power transferring all of his shares to Wendy Eber, each together with each of your original stock certificates. Upon the delivery of such certificates and stock powers and recording of such transfer on the books of Slocum Maine, all right, title and interest in and to the shares beneficially and of record, shall vest in Wendy Eber and Lester Eber in proportion to the respective numbers of shares transferred to each.
5. This Letter Agreement shall be by the law of the State of Connecticut without regard to its conflicts of law principles.

Kindly indicate your agreement with the foregoing by signing in the space indicated below and returning this Letter Agreement to the undersigned.

[signatures on the following page]

Very truly yours,

EBER BROS. WINE & LIQUOR METRO, INC.

By: Wendy Eber
Name: Wendy Eber
Title: CEO

Accepted and agreed this ____ day of July, 2012.

Thomas B. Slocum
Thomas B. Slocum, Stockholder Agent

Thomas B. Slocum
Thomas B. Slocum, individually

George E.B. Slocum
George E.B. Slocum